

The subject matter of this contract covers the rights and liabilities of the parties in relation to the sale and performance of the service sold by the SELLER to the BUYER, of which the specifications and sales price are specified below.

SELLER INFORMATIONS:

COMPANY NAME	ÖZGÖRKEY OTOMOTİV TURİZM SANAYİ VE TİCARET ANONİM ŞİRKETİ
ADDRESS	Akdeniz Mahallesi Mimar Kemalettin Caddesi Key Hotel No:1
MERSIS NO / VAT NO	0692006222600003 / 6920062226
PHONE NUMBER	+90 232 482 11 11
FAX	
E-MAIL	info@keyhotel.com

BUYER INFORMATIONS:

FULL NAME	
PHONE	
E-MAIL	

The type of service, sales price and payment method are as follows according to the transaction code of the selected service.

SERVICE / PRODUCT NAME	Accommodation
PRICE (INCLUDED TAXES)	
PAYMENT TYPE	Online
PAYMENT DATE	

5.1. The BUYER agrees and represents that they have read all the preliminary information related to the specifications of the service subject to contract, sales price and payment method, and that they have given the necessary confirmation electronically.

5.2. The SELLER is responsible for the faulty service subject to the contract.

5.3. If the service subject to the contract is used by a person other than the BUYER, the SELLER is not responsible for the person's refusal of performance.

5.4. For the performance of the service subject to the contract, the signed or electronically confirmed copy of this contract must be delivered to the SELLER and the price must be paid by the preferred payment method. If the amount is not paid or canceled in the bank records, then the SELLER shall be deemed to be released from the liability to perform the service.

5.5. If the relevant bank or financial institution does not pay the service fee to the SELLER due to the unfair or unlawful use of the BUYER's credit card by unauthorized persons after the performance of the service, the BUYER is responsible for the losses incurred.

5.6. This contract becomes valid after it is signed by the BUYER and delivered to the SELLER or, if it is created electronically, it is confirmed by the BUYER.

5.7. This contract can be accessed from the membership account for a period of 3 years. Preliminary information and data entry errors in the distance contract can be corrected by sending information to info@keyhotel.com

CANCELLATION - WITHDRAWAL - CHANGES

The BUYER has no right of withdrawal in accordance with paragraph g of Article 15 of the Regulation on Distance Contracts, but the SELLER grants the BUYER the following rights to cancel, withdraw and make changes in order to ensure customer satisfaction:

For cancellations or changes to be made after the booking, or for penalty applications, the amount specified in the cancellation and change conditions is deducted. No refunds will be made for any cancellations or changes on or after the day of check-in.

6.2. The SELLER may partially or completely cancel the contract in cases arising from force majeure or service providers, hotels or third parties that prevent the continuation of the services announced or registered despite all due diligence. This situation must be notified to the BUYER as soon as possible. If the BUYER informs in writing that they do not accept these changes and cancellations, they have the right to cancel the booking and receive a refund for all the services they have not used within 10 days from the written notification.

6.3. The facility may apply different prices for its customers aged 0 - 12. The BUYER accepts that the facility can check the identity card/passport on the day of arrival. The SELLER has the right to request the price difference from the BUYER if age difference is detected in the information given at the time of booking for the child guests. If the price difference is not paid by the BUYER, the SELLER has the right to cancel the contract.

6.4. The BUYER has to share with the facility the information that they will not be able to check in to the hotel on the day of check-in or will check in late. Otherwise, the SELLER has the right to cancel the BUYER's booking. In this case, the SELLER may request the amount specified in the cancellation change conditions from the BUYER.

6.5. In case the BUYER leaves the facility before the end of the service performance date, no refund will be made for the days they did not stay.

6.6. Without prejudice to the article 6.1 of the contract, if the SELLER grants the right to make changes at its own initiative, date and facility changes, Customer withdrawal requests are in the form of cancellation, and the terms and conditions regarding cancellation are applied. The new booking is made according to the campaign and payment conditions of the day of the change.

6.7. Without prejudice to the article 6.1 of the contract, if the SELLER grants the right to make changes at its own initiative, for the Room Type Changes and customer addition requests, the campaign and payment conditions of the booking are updated according to the conditions of the day when the change is made.

6.8. Without prejudice to the article 6.1 of the contract, if the SELLER grants the right to make changes at its own initiative, in the case of a person's name change in bookings where two or more people stay, the campaign and payment conditions of the reservation are updated according to the conditions of the day the change is made. Name change in single accommodation causes a termination. However, the SELLER may, on its own initiative, update the booking, campaign and payment conditions according to the conditions of the day the change is made, without canceling the booking.

6.9. Typographic errors (letter and spelling errors) made in names and surnames during booking are corrected without any deductions or penalties.

SERVICE / PRODUCT NAME	Accommodation
PRICE (INCLUDED TAXES)	
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7.1. The provisions of this contract concluded between the SELLER and the BUYER have been read by the BUYER and are approved by requesting and accepting the booking of other persons who receive service with them under the same conditions.

7.2. The SELLER is in the position of a service provider to the BUYER offering services of accommodation facilities, transportation companies and third parties and legal entities providing tour related services. Therefore, regarding the contracts concluded by the BUYERS registering to a tour and the companies offering transportation, the SELLER is not responsible for any pecuniary and non-pecuniary damage arising from unavailability of the vehicles at the scheduled time, any delays and breakdowns of land, air and sea vehicles, any change in the route due to fog, storm and all kinds of weather conditions or road obstacles, as well as strike, terror, war and war possibility or similar force majeure conditions or unforeseen technical defects.

7.3. If the BUYER does not accept the performance, mentioning that the service they have purchased is defective, they must notify the SELLER and the accommodation facility in writing. Otherwise, the BUYER is not deemed to have rejected the performance and is deemed to have used the service. It is the bona fide consumer's duty of care to notify the BUYER in writing of the issues they complain about during the performance of the service.

7.4. Law No. 1618, Protection of Consumers Law No. 6502, Turkish Obligations Law No. 6098, Turkish Commercial Law No. 6102, IATA, IHA, UFTAA Convention provisions, Civil Aviation Law, international agreements involving Turkey, and Bylaws, Regulations, Circulars and Communiqués issued in connection with these, as well as the internationally accepted Frankfurter Tabelle, and the provisions of the TÜRSAB Kütahya Schedule applied in Turkey shall be applied.

If the CONSUMER has problems with the SELLER, in case the SELLER cannot solve the problem, it is obligatory to apply to the district consumer arbitration committees in disputes with a value below TRY 10,280, Provincial Consumer Arbitration Committees in disputes between TRY 10,280 and TRY 15,430 in metropolitan provinces, Provincial Consumer Arbitration Committees for disputes less than TRY 15,430 in the centers of provinces without metropolitan status, Provincial Consumer Arbitration Committees for disputes between TRY 10,280 and TRY 15,430 in districts of provinces that do not have metropolitan status. No application can be made to consumer arbitration committees for disputes above these values. Applications can be made to the consumer arbitration committee and to the Consumer Courts in the place where the consumer is located or where the consumer transaction is made.

7.5. The facility may ask credit card details from the BUYER for additional services of the hotel as of the date of the booking, mini bar or possible damages.

7.6. After receiving the BUYER's request for invoice related to service, the SELLER sends the invoice issued for the service to the abovementioned e-mail address of the BUYER within 7-14 working days from the date of departure of the booking.

7.7. Pursuant to the "Accommodation Tax" added with Article 9 of the Law No. 7194 on Digital Service Tax and the Amendment of Certain Laws and Law Decree No. 375, the overnight stay service offered at accommodation facilities such as hotels, motels, holiday villages, hostels, apart hotels, guest houses, campings, chalets and mountain houses, as well as all the other services (eating, drinking, activity, entertainment services and use of pool, sports, thermal and similar areas) sold together with this service are subject to accommodation tax. The taxpayer of the accommodation tax is those who provide the services specified in the first paragraph, and the taxable event is the

provision of accommodation services by the relevant facility. The rate of accommodation tax is applied as 1% until 30/09/2020. After this date, if there is a change in the relevant current accommodation tax rate and/or collection principle determined by the Law, and in case of publication of a regulation or communiqué, an update will be made according to the new application. The consumer has been informed by this Contract that they will pay accommodation tax at the entrance to the facility in accordance with the legal legislation.

7.8. With this contract, the Customer agrees, represents and undertakes that in the event they make changes or wants to make changes in the booking for any reason during the registration period (early booking period etc.), the new booking shall be made in accordance with the price lists that were applied during the realization date. The Customer has accepted that special discounts will not be valid for booking changes made outside of the periods during which special discounts are applied during registration.